

Attorney Docket No: ZGRO003/00US

PATENT

**DECLARATION**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

METHOD AND APPARATUS FOR ARBITRATION SCHEDULING WITH A PENALTY  
FOR A SWITCH FABRIC

the specification of which:

(check one)

☒ [x] is attached hereto;

☐ [] was filed as United States Application Serial No. \_\_\_\_ on \_\_\_\_, and was amended on (if applicable);

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information which is known to me to be material to the patentability of said invention in accordance with 37 C.F.R. §1.56;

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

\_\_\_\_\_  
(Application Number)

\_\_\_\_\_  
(Filing Date) (day, month, year)

\_\_\_\_\_  
(Application Number)

\_\_\_\_\_  
(Filing Date) (day, month, year)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

**Full name of first inventor:** Mehdi Alasti

Inventor's signature Mehdi Alasti

Date Aug. 9, 2001

Residence: Rockville, Maryland

Citizen of: Iran

Post Office Address: 9913 I Gable Ridge Terrace, Rockville, Maryland 20850

**Full name of second inventor:** Kamran Sayrafian-Pour

Inventor's signature K. Sayrafian-Pour

Date Aug 9, 2001

Residence: Silver Spring, Maryland

Citizen of: Iran

Post Office Address: 13707 Colgate Way, Apt. #1224, Silver Spring, Maryland 20904

**Full name of third inventor:** Vahid Tabatabaee

Inventor's signature Vahid Tabatabaee

Date 8 / 9 / 01

Residence: Jessup, Maryland

Citizen of: Iran

Post Office Address: 9966 Guilford Road, Apt. #301, Jessup, Maryland 20794

Attorney Docket No: ZGRO003/00US

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of Mehdi ALASTI et al.

Serial No.:

Examiner:

Confirmation No.:

Art Unit:

Filed:

For: METHOD AND APPARATUS FOR ARBITRATION SCHEDULING WITH A  
PENALTY FOR A SWITCH FABRIC

Commissioner for Patents  
Washington, D.C. 20231

**POWER BY ASSIGNEE  
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

- ☒ An assignment document, a copy of which is enclosed herewith;
- ☐ An assignment previously recorded in the U.S. Patent and Trademark Office at Reel \_\_\_, Frame \_\_\_.

Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP

ATTN: Patent Group  
One Freedom Square  
Reston Town Center  
11951 Freedom Drive  
Reston, VA 20190-5601  
Tel: (703) 456-8000  
Fax: (703) 456-8100

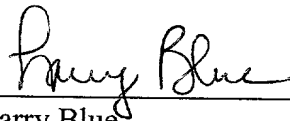
CUSTOMER NUMBER: **022903**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date:

8/9/2001

Signature:



Name:

Larry Blue

Title:

Vice President of Engineering

Company:

Zagros Networks, Inc.

Attorney Docket No: ZGRO003/00US

PATENT

**ASSIGNMENT  
(Joint)**

Mehdi Alasti, Kamran Sayrafian-Pour, and Vahid Tabatabaee, residing at 9913 I Gable Ridge Terrace, Rockville, Maryland 20850; and 13707 Colgate Way, Apt. #1224, Silver Spring, Maryland 20904; and 9966 Guildford Road, Apt.; #301, Jessup Maryland 20794, respectively, (hereinafter each referred to as "Assignor") have made an invention(s) relating to certain new and useful improvements in:

**METHOD AND APPARATUS FOR ARBITRATION SCHEDULING WITH A  
PENALTY FOR A SWITCH FABRIC**

set forth in an application for Letters Patent of the United States, which is a

- (1) ☐ provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
  - (a) ☒ having an oath or declaration executed on August 9, 2001, 2001 prior to filing of application; or
  - (b) ☐ bearing Application No. , and filed on ; and

WHEREAS, Zagros Networks, Inc., a corporation duly organized under and pursuant to the laws of the state of Delaware, and having its principal place of business at 2 Research Place, Suite 101, Rockville, Maryland 20850 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the dates of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: Aug. 9, 2001

By: Mehdi Alasti  
Mehdi Alasti

State of:

County of:

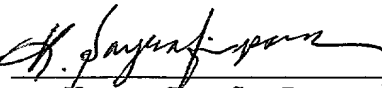
The preceding Assignment was acknowledged before me this 9 day of  
August by 2001.

Melissa F. Williams  
Notary Public

My Commission Expires:

MELISSA F. WILLIAMS  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
MY COMMISSION EXPIRES: APRIL 30, 2003

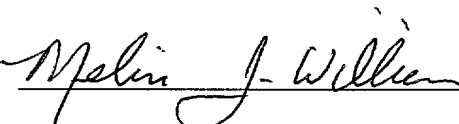
Date: Aug, 9, 2001

By:   
Kamran Sayrafian-Pour

State of:

County of:

The preceding Assignment was acknowledged before me this 9 day of  
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Notary Public

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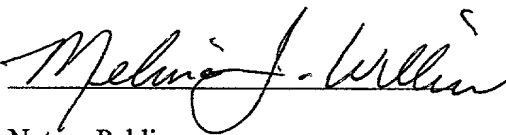
Date: 8/9/01

By:   
Vahid Tabatabaee

State of:

County of:

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Notary Public

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